



**Commonwealth Edison**

One First National Plaza, Chicago, Illinois  
Address Reply to: Post Office Box 767  
Chicago, Illinois 60690 - 0767

RECORDATION NO. 18352 FILED 1425

MAR 23 1994 - 12 05 PM

INTERSTATE COMMERCE COMMISSION

March 22, 1994

Office of the Secretary  
Recordations Unit  
Interstate Commerce Commission  
Room 2303  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Dear Ms Lee:

In accordance with the provisions of Section 11303 of Title 49 of the U.S. Code, and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder ("Rules and Regulations"), enclosed herewith for filing and recordation are two executed and acknowledged originals of a Lease and Indenture Supplement No. 2 dated as of March 17, 1994 (the "Lease and Indenture Supplement No. 2").

The Lease and Indenture Supplement No. 2 is a secondary document as defined in the Rules and Regulations, and relates to (i) a Lease Agreement, a primary document, with Recordation Number 18352, (ii) an Indenture and Security Agreement, a primary document, with Recordation Number 18352-A and (iii) a Lease and Indenture Supplement No. 1, a secondary document, with Recordation Number 18352-B.

The names and addresses of the parties to the Release and Termination Agreement are as follows:

Society National Bank  
127 Public Square  
Society Center  
Cleveland, Ohio 44114

LICENSING BRANCH

MAR 23 11 53 AM '94

*Handwritten signatures and initials on the left margin.*

Office of the Secretary  
March 22, 1994  
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Commonwealth Edison Company  
One First National Plaza  
10 South Dearborn  
Chicago, Illinois 60603

Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

A description of the railroad equipment covered by the Lease and Indenture Supplement No. 2 is as follows: Twenty-five (25) new 121-ton, aluminum-sided, rotary dump gondola "coalporter" cars bearing identification marks and numbers CWEX 2818 through 2842, inclusive, A.A.R. car type J312.


A filing fee of \$18.00 is enclosed to cover the required recordation fee. Please return the duplicate copy of this letter and the original copy of the enclosed document not needed by the ICC for recordation to the bearer of this letter.

A short summary of the Lease and Indenture Supplement No. 2 to appear in the index follows:

Lease and Indenture Supplement No. 2 dated as of March 17, 1994 between Society National Bank, Commonwealth Edison Company and Wilmington Trust Company, which relates to (i) a Lease Agreement with Recordation Number 18352, (ii) an Indenture and Security Agreement with Recordation Number 18352-A and (iii) a Lease and Indenture Supplement No. 1 with Recordation Number 18352-B, covering 25 new 121-ton, aluminum-sided, rotary dump gondola "coalporter" cars bearing identification marks and numbers CWEX 2818 through 2842, inclusive, A.A.R. car type J312.

Very truly yours,

COMMONWEALTH EDISON COMPANY

By:   
Patricia L. Kamping  
Assistant Treasurer

Enclosures

3/23/94

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

OFFICE OF THE SECRETARY

Patricia L. Kampling

Assistant Treasurer

Commonwealth Edison

One First Natl. Plaza  
Chicago, Illinois 60690

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on 3/23/94 at 12:05pm, and assigned  
recording number(s). 18352-C 18352-D 18716-D

Sincerely yours,

Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

LEASE AND INDENTURE SUPPLEMENT NO. 2

RECORDATION NO. 18352-8  
FILED 1425

Dated March 17, 1994

MAR 23 1994 - 12 05 PM

INTERSTATE COMMERCE COMMISSION

Among

SOCIETY NATIONAL BANK,  
not in its individual capacity but solely as trustee,  
Lessor/Owner Trustee,

COMMONWEALTH EDISON COMPANY,  
Lessee

and

WILMINGTON TRUST COMPANY,  
not in its individual capacity but solely as trustee,  
Indenture Trustee

New 121-Ton, Aluminum-Sided, Rotary Dump  
Gondola "Coalporter" Cars

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ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 2, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE HEREUNDER HAS BEEN ASSIGNED AS COLLATERAL SECURITY TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF WILMINGTON TRUST COMPANY, AS INDENTURE TRUSTEE UNDER AN INDENTURE AND SECURITY AGREEMENT DATED AS OF July 15, 1993. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

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FILED WITH THE INTERSTATE COMMERCE COMMISSION PURSUANT  
TO 49 U.S.C. § 11303 MARCH \_\_, 1994 AT \_\_\_\_ .M. RECORDATION  
NUMBER \_\_\_\_.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 2, dated March 17, 1994, among SOCIETY NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of July 15, 1993 (the "Trust Agreement") with CIBC Inc., a Delaware corporation, COMMONWEALTH EDISON COMPANY, an Illinois corporation ("Lessee"), and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H:

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement (the "Lease"), and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement (the "Indenture"), each dated as of July 15, 1993 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Participation Agreement, the Lease and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Equipment under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Equipment to the lien of the Indenture;

WHEREAS, certain of the Items of Equipment have suffered an Event of Loss and Lessee and Lessor desire to replace such Items of Equipment;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. In accordance with Section 12(c) of the Lease, Lessee on the Effective Date (as defined in paragraph 9 hereof) has caused to be conveyed to Lessor, and the Lessee hereby represents and warrants on the Effective Date that it has caused to be conveyed to Lessor as replacement for the Items of Equipment listed on Schedule 1 to which an Event of Loss occurred (the "Replaced Equipment"), title to replacement Items of Equipment listed on Schedule 2, of the same or similar type, free and clear of all liens and having a then value, utility, remaining useful life and estimated residual value at least equal to, and being in as good operating condition as, the Replaced Equipment (assuming such Replaced Equipment was in the condition and repair required by the terms of the Lease immediately prior to the occurrence of such Event of

Loss (other than the last sentence of Section 7 of the Lease)).

2. The Equipment listed on Schedule 2 hereto shall be deemed for all purposes part of the property leased under the Lease and shall be deemed "Items" of Equipment as defined therein. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Equipment listed on Schedule 2 hereto.

3. Lessee hereby acknowledges and confirms that it has inspected and approved the Items of Equipment listed on Schedule 2 and confirms to Lessor that Lessee has accepted such Equipment for all purposes hereof and of the Lease as being in accordance with the specifications for such Equipment and in good working order.

4. Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease has occurred with respect to the Items of Equipment listed on Schedule 2 as of the Effective Date.

5. The transactions described herein shall not affect the Stipulated Loss Values and Basic Rent set forth on Schedules 2 and 3 to the Lease and Indenture Supplement No. 1. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Item of Equipment leased hereunder as provided in the Lease.

6. In order to secure the prompt payment of the principal of and Premium and interest on the Notes from time to time outstanding under the Indenture, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over, and does hereby grant, convey, pledge, sell, mortgage, assign, transfer and set over, a security interest unto the Indenture Trustee in (i) the Equipment listed on Schedule 2 hereto and (ii) this Lease and Indenture Supplement No. 2, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever as and to the extent provided in the Indenture. Lessor hereby acknowledges that the Equipment listed on Schedule 2 has been delivered to Lessor and is included in the property of Lessor covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof hereunder and under the Indenture.

7. This Lease and Indenture Supplement No. 2 may be executed by the parties hereto in separate

counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. This Lease and Indenture Supplement No. 2 shall constitute a part of the Lease and a supplement to the Indenture and shall be deemed to be incorporated by reference to each of the Lease and the Indenture.

8. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease and Indenture Supplement No. 2 may refer to the "Lease Agreement, dated as of July 15, 1993," or may identify the Lease in any other respect without making specific reference to this Lease and Indenture Supplement No. 2 and may refer to the "Indenture and Security Agreement, dated as of July 15, 1993," or may identify the Indenture in any other respect without making specific reference to this Lease and Indenture Supplement No. 2, but nevertheless each such reference shall be deemed to include this Lease and Indenture Supplement No. 2, unless the context shall otherwise require.

9. The parties hereto agree that this Lease and Indenture Supplement No. 2 shall become effective on March 23, 1994 (the "Effective Date").

10. THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture  
Trustee have caused this Lease and Indenture Supplement No. 2 to  
be duly executed on the date and year set forth in the opening  
paragraph hereof, all of which shall become effective as of the  
23rd day of March, 1994.

Lessor/Owner Trustee

SOCIETY NATIONAL BANK,  
not in its individual capacity  
but solely as Owner Trustee

By:   
Name: \_\_\_\_\_  
Title: D. KOVACH, Trust Officer

Lessee

COMMONWEALTH EDISON COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Indenture Trustee

WILMINGTON TRUST COMPANY, not in  
its individual capacity but  
solely as Indenture Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, Lessor, Lessee and Indenture  
Trustee have caused this Lease and Indenture Supplement No. 2 to  
be duly executed on the date and year set forth in the opening  
paragraph hereof, all of which shall become effective as of the  
23rd day of March, 1994.

Lessor/Owner Trustee

SOCIETY NATIONAL BANK,  
not in its individual capacity  
but solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

Lessee

COMMONWEALTH EDISON COMPANY

By: Dennis F. O'Brien  
Name: Dennis F. O'Brien  
Title: Treasurer

Indenture Trustee

WILMINGTON TRUST COMPANY, not in  
its individual capacity but  
solely as Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture  
Trustee have caused this Lease and Indenture Supplement No. 2 to  
be duly executed on the date and year set forth in the opening  
paragraph hereof, all of which shall become effective as of the  
23rd day of March, 1994.

Lessor/Owner Trustee

SOCIETY NATIONAL BANK,  
not in its individual capacity  
but solely as Owner Trustee

By: \_\_\_\_\_

Name:  
Title:

Lessee

COMMONWEALTH EDISON COMPANY

By: \_\_\_\_\_

Name:  
Title:

Indenture Trustee

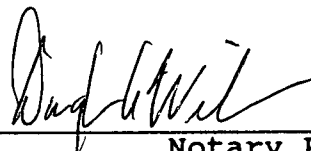
WILMINGTON TRUST COMPANY, not in  
its individual capacity but  
solely as Indenture Trustee

By:  \_\_\_\_\_

Name: Ralph R. Cella  
Title: Financial Services Officer

STATE OF OHIO )  
COUNTY OF CUYAHOGA ) ss.:

On this 17<sup>th</sup> day of March, 1994, before me personally appeared D. KOVACH, to me personally known, who, being by me duly sworn, says that he is TRUST OFFICER of SOCIETY NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

DOUGLAS A. WILSON, Attorney At Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Section 147.03 Revised Code



My Commission Expires:  
[Notary Seal]

STATE OF Illinois )  
COUNTY OF Cook ) ss.:

On this 17<sup>th</sup> day of March, 1994, before me personally appeared Dennis F. O'Brien, to me personally known, who, being by me duly sworn, says that he is Treasurer of Commonwealth Edison Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Betty Fox

Notary Public

My Commission Expires:  
[Notary Seal]



STATE OF Delaware )  
COUNTY OF New Castle ) ss.:

On this 17<sup>th</sup> day of March, 1994, before me personally appeared Ralph G. Cella, to me personally known, who, being by me duly sworn, says that he is a Financial Services Officer of Wilmington Trust Co., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Roseline K. Maney  
Notary Public

My Commission Expires:  
[Notary Seal]



ROSELINE K. MANEY  
NOTARY PUBLIC  
My commission expires March 23, 1997

SCHEDULE 1  
to  
Lease and Indenture  
Supplement No. 2

SCHEDULE OF EQUIPMENT HAVING SUFFERED THE EVENT OF LOSS

<u>Quantity of Items of Equipment</u>	<u>Lessor's Car Numbers</u>
25 121-Ton, Aluminum-Sided, Rotary Dump Gondola "Coalporter" Cars	CWEX 1531 CWEX 1616 CWEX 1623 CWEX 1625 CWEX 1637 CWEX 1638 CWEX 1639 CWEX 1640 CWEX 1641 CWEX 1642 CWEX 1643 CWEX 1645 CWEX 1646 CWEX 1647 CWEX 1648 CWEX 1667 CWEX 2380 CWEX 2391 CWEX 2401 CWEX 2404 CWEX 2410 CWEX 2425 CWEX 2445 CWEX 2467 CWEX 2521

SCHEDULE 2  
to  
Lease and Indenture  
Supplement No. 2

SCHEDULE OF EQUIPMENT TO BE DELIVERED

<u>Quantity of Items of Equipment</u>	<u>Lessor's Car Numbers</u>
25 New 121-Ton, Aluminum-Sided, Rotary Dump Gondola "Coalporter" Cars	CWEX 2818-2842, inclusive